

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

| | | | |
|--|---------------------------------------|---|-------------------------------------|
| 1. REQUISITION NO. NRC-03-06-036 | | BPA NO. | |
| CONTRACT NO. NRC-03-06-036 | 3. AWARD/EFFECTIVE DATE 10-19-2005 | 4. ORDER NO. | 5. SOLICITATION NO. NRR-03-05-08 |
| FOR SOLICITATION INFORMATION CALL: a. NAME Eleni Jernell | | b. TELEPHONE NO. (No Collect Calls) 301-415-6201 | |
| 6. SOLICITATION ISSUE DATE 9/6/05 | | 8. OFFER DUE DATE/LOCAL TIME | |

ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: CMB-2
Mail Stop T-7-I-2
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS
 UNRESTRICTED OR
 SET ASIDE: 100 % FOR:
 SMALL BUSINESS
 EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS: 561920
SIZE STANDARD:

12. DISCOUNT TERMS
N/A

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

16. ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Washington, DC 20555

CODE 3100

18a. PAYMENT WILL BE MADE BY
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: NRC-03-06-036
Washington DC 20555

CODE 3100

18. CONTRACTOR/OFFEROR CODE 118815039 FACILITY CODE

LANMARK TECHNOLOGY, INC.
10560 MAIN ST STE LL-10A
FAIRFAX VA 220307182
TELEPHONE NO. 703-218-9270

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| | Project Title: NRC Regulatory Information Conference (RIC) Type of Contract: Time & Materials (T&M) See Section B.1, Price Schedule, for units, quantities, and prices. (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |
| SUBTOTAL | | | | | |

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$103,208.08

ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
B&R: 62015111112 Job Code: J3237 BOC: 252A
31X0200 OBLIGATE: \$33,547.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Stephen Pool
Contracting Officer

31c. DATE SIGNED
10/18/05

30. SIGNATURE OF OFFEROR/CONTRACTOR
Lani H. Rorrer

30. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
LANI H. RORRER, PRESIDENT, CEO

30c. DATE SIGNED
10/25/2005

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SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

B.1.1 BASE PERIOD: YEAR 1

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE (FIXED) | AMOUNT |
|----------|----------------------------------|-----|------|--------------------|-------------|
| 0001 | Program Manager | | | | \$ 2,432.25 |
| 0002 | Senior Events Coordinator | | | | \$ 6,573.31 |
| 0003 | Logistics Assistant | | | | \$ 5,936.00 |
| 0004 | Administrative Support | | | | \$ 5,340.80 |
| 0005 | Conference Support | | | | \$ 7,664.64 |
| 0006 | Other Direct Costs | | | | \$ 5,600.00 |

TOTAL LABOR FOR BASE PERIOD (YEAR 1): NTE \$27,947.00
 GRAND TOTAL FOR BASE PERIOD (YEAR 1): \$33,547.00

B.1.2 BASE PERIOD: YEAR 2

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE (FIXED) | AMOUNT |
|----------|----------------------------------|-----|------|--------------------|-------------|
| 0001 | Program Manager | | | | \$ 2,505.15 |
| 0002 | Senior Events Coordinator | | | | \$ 6,769.60 |
| 0003 | Logistics Assistant | | | | \$ 6,108.80 |
| 0004 | Administrative Support | | | | \$ 5,501.95 |
| 0005 | Conference Support | | | | \$ 7,896.27 |
| 0006 | Other Direct Costs | | | | \$ 5,600.00 |

TOTAL LABOR FOR BASE PERIOD (YEAR 2): NTE \$28,781.77
 GRAND TOTAL FOR BASE PERIOD (YEAR 2): \$34,381.77

B.1.3 BASE PERIOD: YEAR 3

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE (FIXED) | AMOUNT |
|----------|----------------------------------|-----|------|--------------------|-------------|
| 0001 | Program Manager | | | | \$ 2,580.75 |
| 0002 | Senior Events Coordinator | | | | \$ 7,003.20 |
| 0003 | Logistics Assistant | | | | \$ 6,297.60 |
| 0004 | Administrative Support | | | | \$ 5,667.20 |
| 0005 | Conference Support | | | | \$ 8,130.56 |
| 0006 | Other Direct Costs | | | | \$ 5,600.00 |

TOTAL LABOR FOR BASE PERIOD (YEAR 3): NTE \$29,679.31
 GRAND TOTAL FOR BASE PERIOD (YEAR 3): \$35,279.31

B.1.4 OPTION PERIOD 1

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE (FIXED) | AMOUNT |
|----------|----------------------------------|-----|------|--------------------|-------------|
| 0001 | Program Manager | | | | \$ 2,658.60 |
| 0002 | Senior Events Coordinator | | | | \$ 7,179.20 |
| 0003 | Logistics Assistant | | | | \$ 6,484.80 |
| 0004 | Administrative Support | | | | \$ 5,836.80 |
| 0005 | Conference Support | | | | \$ 8,373.76 |
| 0006 | Other Direct Costs | | | | \$ 5,600.00 |

TOTAL LABOR FOR OPTION PERIOD 1: NTE \$30,533.16
 GRAND TOTAL FOR OPTION PERIOD 1: \$36,133.16

B.1.5 OPTION PERIOD 2

| ITEM NO. | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE (FIXED) | AMOUNT |
|----------|----------------------------------|-----|------|--------------------|-------------|
| 0001 | Program Manager | | | | \$ 2,738.25 |
| 0002 | Senior Events Coordinator | | | | \$ 7,396.80 |
| 0003 | Logistics Assistant | | | | \$ 6,678.40 |
| 0004 | Administrative Support | | | | \$ 6,011.20 |
| 0005 | Conference Support | | | | \$ 8,624.64 |
| 0006 | Other Direct Costs | | | | \$ 5,600.00 |

TOTAL LABOR FOR OPTION PERIOD 2: NTE \$31,449.29
 GRAND TOTAL FOR OPTION PERIOD 2: \$37,049.29

TOTAL AMOUNT OF CONTRACT (includes all options) \$176,390.53.

B.2 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$103,208.08 (base period of performance). The Contracting Officer may unilaterally increase this amount as necessary for additional work with the contractor during the contract period provided the total contract value prescribed under this contract is not exceeded.

(b) The amount presently obligated with respect to this contract is \$33,547.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**B.3 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

This contract shall commence on October 21, 2005 and will expire on October 20 2008. The term of this contract may be extended at the option of the Government for an additional 2 one-year option periods of performance.

B.4 STATEMENT OF WORK

The Statement of Work (SOW) is incorporated as part of Section D of the contract.

SECTION C - CONTRACT CLAUSES**C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.217-8 | OPTION TO EXTEND SERVICES | NOV 1999 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with

the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (iii) Alternate II (OCT 1998) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

- (ii) Alternate I (JAN 2004) of 52.225-3.
 - (iii) Alternate II (JAN 2004) of 52.225-3.
 - (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
 - (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
 - (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 - (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
 - (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
 - (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.5 52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

C.6 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

C.8 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.9 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

C.10 TRAVEL

Local travel costs are authorized. The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The per diem and travel rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, Section 31 of the FAR, and shall not exceed those established by Volume 2 of the Joint Travel Regulation (JTR).

When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

C.11 2052.215-71 PROJECT OFFICER AUTHORITY

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Jayne Halvorsen

Address: U.S. Nuclear Regulatory Commission
NRR/PMAS/PPRB
Mail Stop O-5-H2
Washington, DC 20555

Telephone Number: 301-415-6001

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

C.12 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:



The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.13 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor-- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has

reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent

to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

C.14 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF CONTRACT ATTACHMENTS

1. STATEMENT OF WORK (SOW) inclusive of Attachment 1
2. BILLING INSTRUCTIONS

CONTRACT NRC-03-06-036
ATTACHMENT 1 - STATEMENT of WORK (SOW)
REGULATORY INFORMATION CONFERENCE (RIC) ADMINISTRATIVE SUPPORT

- I. BACKGROUND**
- II. OBJECTIVE**
- III. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**
- IV. WORK REQUIREMENTS AND SCHEDULE**
- V. PERIOD OF PERFORMANCE**
- VI. DELIVERABLES**
- VII. MEETINGS AND TRAVEL**
- VIII. NRC FURNISHED MATERIALS**
- IX. OTHER APPLICABLE INFORMATION**

I. BACKGROUND

Each year, the Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR), hosts a conference with the nuclear industry to discuss safety and regulatory issues of mutual interest. The NRC Regulatory Information Conference (RIC) 2005, was held March 8, 9, and, 10, 2005, at the Bethesda North Marriott Hotel & Conference Center, North Bethesda, Maryland. This was the 17th annual RIC and the conference format was a two (2) day conference (full day Tuesday, March 8; a full day, Wednesday, March 9; and ½ day Thursday, March 10, 2005). The next RIC conference is already scheduled for March 7, 8, and 9, 2006 at the Bethesda North Marriott Hotel and Conference Center, North Bethesda, MD 20852.

The RIC is an opportunity for senior NRC management to meet with counterpart senior nuclear industry managers to discuss safety and regulatory issues of mutual interest. The overall objective of the RIC is to provide a managerial level communication forum between the regulator and those regulated regarding safety initiatives and regulatory issues.

Each year attendance at the RIC has increased to a high point last year of well over 1,400 attendees. The majority of RIC attendees are upper managers (presidents, vice presidents, CEO's and CNO's (Chief of Nuclear Operations)) of corporations and companies in the nuclear power industry, including manufacturers, architect/engineering firms, vendors, news media and law firms, as well as, government executives from state, local and federal government agencies, and representatives of foreign countries. In addition, the RIC is open to NRC's other stakeholders including the public. At this time, there is no conference attendee charge for the RIC, however, advance registration for the annual RIC is required either through the NRC RIC web site, or by mail, facsimile or telephone.

The NRC RIC 2006 web site will include an electronic registration form and other conference information (directions to the hotel site, cost of hotel sleeping rooms, etc.), the current year conference program, keynote speakers' biographies, as well as links to other pertinent information web sites. The "Past RIC Information" includes the previous year's programs, meeting statistics and slides and speeches from past conferences, as well as, an historical perspective of RIC topics from 1992-2005. NRC staff will update the RIC web page as necessary to provide the latest up-to-date conference information.

II. OBJECTIVE

The objective of this contract is to obtain conference planning support to assist the NRR staff in conducting attendee registration at the 2006 RIC.

CONTRACT NRC-03-06-036
ATTACHMENT 1 - STATEMENT of WORK (SOW)
REGULATORY INFORMATION CONFERENCE (RIC) ADMINISTRATIVE SUPPORT

III. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

Contractor personnel shall have demonstrated overall experience and capability to provide the services specified.

It is the responsibility of the contractor to assign technical staff, employees, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet the technical objectives of the work specified in the Statement of Work (SOW). The Government will rely on representations made by the contractor concerning the qualifications of the personnel assigned, including assurance that all information contained in the contractor's technical and cost proposals, including resumes, is accurate and truthful.

IV. WORK REQUIREMENTS AND SCHEDULE

A. RIC Meeting.

1. **Mailings.** Prior to December each year, NRC will mail RIC invitations. The invitation will include instructions and forms to register via mail, telephone, e-mail, facsimile, or web site. All hard copy mailed forms, facsimiles, telephonic, registrations will be directed to and received by the contractor.
2. **Registration Database Compilation.** The contractor shall enter all hard copy registrations into the NRC database using the on-line web registration form.
 - a. For data entry estimation, the RIC database will consist of the registrant's first name, middle name or initial (if given), last name, and other information if applicable such as, organization name, sub-organization name, title, mailing address, city, state and zip code, telephone and fax numbers, e-mail address, and any comments.
 - b. The contractor shall screen all registration submissions and resolve registration duplications, for instance when a registrant submits a web-site registration form and also a hard copy form or a second web registration correcting a previous submission.

Note: Attendees will be responsible for obtaining their own hotel sleeping room. The contractor shall refer attendees seeking hotel accommodations directly to the hotel.

3. **Badges.** Using the attendee submitted registration information and NRC provided badge artwork, the contractor shall prepare name badges with each registrant's name on the first line and company or organization on the second line.
 - a. Badges for all pre-registered attendees shall be prepared, proofed and arranged in alphabetical order in advance of the conference opening date. This shall be accomplished close enough to the actual conference start date to preclude unnecessary reprocessing of badges previously received.

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- b. Name badges for all individuals who have not pre-registered (walk-ins) shall be prepared on-site and all registration information shall be entered into the database for inclusion into the final registration report and the on-site and post RIC statistical reports.
 - c. The contractor shall rely on the submitted registrant information to prepare the name badges (i.e., use the name provided in the block on the registration form titled: Name to be used on namebadge or if this block is not filled in, the first, middle initial and last name of person.)
 - d. The contractor shall maintain an accurate list of the number of badges recreated because attendees lost the original badge and ensure that the recreated badges are not included in the statistical report.
- 4. On-Site Conference Registration.**
- a. The contractor shall operate four (4) registration booths on-site during the registration periods staffed by two people per registration booth (total of 8) performing on-site registration.
 - b. The number of operating registration booths shall be reduced on the 2nd conference day to three booths by shutting off the booth lights and moving materials to the remaining registration booths and reducing the number of personnel for the remaining three booths appropriately. On the 3rd day of the conference the contractor shall reduce the number of booths to one (1) operating registration booth with no more than four (4) registration personnel. The contractor shall return all rental registration booths to the rental company immediately after the close of the conference. Note: Closing down registration booths each day is understood by the NRC to be less costly than returning one or two each day. If this is not the case, the booths should be returned in the most economical and cost effective manner.
 - c. Registration booths shall be open for registration as follows:

Each conference day by 7:30 am each day and continue until the close of the last session of that day, but not later than 5:30 pm on the first two days and from 7:30 am until 10:00 am on the last day.
 - d. The contractor on-site registration personnel shall provide the badge and any registrant information in a packet to each attendee and remind the attendee that the badge must be worn in plain sight at all times while attending the conference.
- 5. Contractor PM.** The contractor shall provide a conference coordinator or PM who shall act as the daily point of contact with the NRC PO. The PM shall as a minimum:
- a. Notify (e-mail and/or telephone) the NRC PO of potential problems and/or schedule slippages.

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- b. Keep the NRC PO informed on a weekly basis as to planned vs. actual expenditures.
- c. Ensure the most economical methods are used for processes such as, alphabetizing the majority of name badges once just before the conference start date rather than several times between the opening and closing of registration.
- d. Ensure that the on-site registration staff adhere to formal business attire while in the hotel.
- e. Ensure that registration staff use is optimized to minimize costs and to facilitate attendees' experience with registration and the meeting.
- f. Ensure that appropriate level of staff are utilized for registration.
- g. Assure that problems with on-site registration are quickly resolved and that personnel are reassigned effectively.
- h. The PM shall meet up to three times with the NRC PO. For planning purposes, two meetings will be held at the NRC Headquarters building in Rockville, Maryland and the other will be held at the hotel to go over the final meeting room assignments. These meetings are in addition to the kick-off meeting.

V. PERIOD OF PERFORMANCE

The base period of performance is October 21, 2005 through October 20, 2008. There are two option periods of performance. Each option year period of performance is twelve (12) months.

VI. DELIVERABLES

- 1. The contractor shall provide all plastic badges, inserts, speaker ribbons or tabs and tent cards.
- 2. Reports: Task Order Reporting Requirements (Note: All reports will include the contract number, the JCN number, the TO number and the NRC 's name.) The following reports shall be required under this TO:
 - a. Monthly Business Letter Report (See Attachment 1)
 - b. On-Site Registration Staff Report. One month prior to RIC, using the draft RIC 2006 program, the contractor PM shall provide via e-mail to the NRC PO an on-site schedule and estimated number of registration required. As a minimum this report shall include names, titles, association to the contractor (i.e, employee, contractor or subcontractor) and pay rate of each individual. Upon receipt of the final formal RIC program, the contractor PM shall reevaluate the staffing initial schedule, assignments and number of staff and advise via e-mail the NRC PO of any revisions.
 - e. Lessons Learned Report. The contractor shall provide a letter report with lessons learned and recommendations for improving the process one (1) week after the last day of the RIC.

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3. Original (hardcopy) registration forms received via mail or fax or on-site by the contractor shall be provided to the NRC PO within one week of RIC 2006. Note that this also includes registrations taken by contractor personnel via telephone.

VII. MEETINGS AND TRAVEL

1. **Kick-off Meeting.** The contractor's PM and the Corporate Representative shall attend a TO kick-off meeting at NRC with the NRC's PO and the Contract Specialist. For planning purposes this meeting may be up to four (4) hours.
2. **Coordination Meetings.** The contractor's PM shall meet at NRC Headquarters up to four times with the NRC for review and coordination. For planning purposes, the NRC PO will conduct at least three meetings. Two will be held at the NRC Headquarters building in Rockville, MD, and one may be held at the hotel. Note that telephone conference calls may be substituted by the NRC PO whenever necessary.

VIII. NRC-FURNISHED MATERIALS

1. NRC will provide the following to the contractor at the TO kick-off meeting:
 - a. artwork for the name badges and tent cards
 - b. sample plastic attendee badge holder*
 - c. sample plastic speaker badge holder (pocket at top of badge for ribbon)
 - d. sample inserts for the badges
 - e. sample of "speaker" or "presenter" ribbons or tabs
 - f. outgoing RIC 2006 invitation
 - g. draft RIC 2006 program
 - h. sample tent badge for information (NRC will supply blank tent cards on site for any needed tent cards)
 - i. updated AV list
2. All directional signage for the meeting will be prepared and transported to the hotel by NRC.
3. NRC will provide a copy of the Formal Program to the contractor PM as soon as it is finalized.
4. Pre-printed RIC logo tent cards (on-site, if additional tent cards are required for last minute presenter substitutions)

IX. OTHER APPLICABLE INFORMATION

1. The work specified in this SOW is not license fee recoverable.
2. The contractor shall provide appropriate computer equipment to generate the applicable lists and to prepare pre-registered and on-site name badges and tent cards.
3. The contractor shall provide all registration booths and booth signage.
4. Unless specifically provided (i.e., meeting with the contractor PM at NRC or the hotel), all domestic travel (including subcontractor domestic travel) requires the prior approval of the NRC PO.
5. No foreign travel is allowable under this SOW.

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Sample Statistical Report (date). Note: The categories shall be reported in the order displayed below.

Number of
Registrants
by Affiliation

Affiliation

United States

NRC Employee
Other US Federal Agency (DOE, EPA, etc.) Employee
U.S. State/Local Government Employee
Consultant/Contractor to a US Federal/State/Local
Government Agency

U.S. Architect/Engineer Firm
U.S. Nuclear Industry Association
U.S. Nuclear Industry Vendor
U.S. Nuclear Industry Consultant/Contractor

U.S. News Media
U.S. Public Interest Group
U.S. Insurer
U.S. Law Firm
U.S. Educational Institution

Member of U.S. Public

U.S. Other (specify entries *)

Total U.S. Registrants

Foreign

Foreign Government
Foreign Commercial Firm
Foreign Other (specify entries *)

Total Foreign Registrants

Total number of Registrants as of (date)

*Individuals may include entries that may already be covered in the above categories. The contractor shall review these entries and correct any which are in error. For instance, someone may include "legal" under 'Other'. This would be re-categorized as U.S. Law Firm; or someone may actually repeat a category such as "Vendor". These items should be moved into the correct affiliation and the database corrected as well.

Monthly Business Letter Report

A monthly business letter report (MBLR) will be submitted by the 15th of each month. Addressees will be identified in the final contract.

The Monthly Business Letter Report will include sections as stated below.

I. WORK PROGRESS STATUS

1.a. Task Order Identification Information

- The Job Code Number (JCN) and title
- The principal investigator and telephone number
- The NRC Project Officer and telephone number
- The NRC Technical Monitor and telephone number

1.b. Financial Summary

- The authorized ceiling amount for the purchase order
- The total amount of funds obligated
- The total cost for the period, fiscal year to date and cumulative to date
- Percent of funds expended against obligated funds

2. Schedule/Milestone Information in the following format:

| <u>Tasks</u> | <u>Planned Completion Date</u> | <u>Revised Completion Date</u> | <u>Actual Date</u> |
|---|--|---|---|
| Provide a <u>brief</u> summary of the work; include any report or travel. | The day, month and year scheduled for completion, or time-frame if a date is not known or projected. | The revised day, month and year based on a change. The reason for the change must be given in the "Problem/Resolution" section below. | The day, month and year <u>all</u> of the work is actually completed. |

3. Work Performed During the Period

A description of the work performed and accomplished commensurate with the amount of funds expended; i.e., the description should provide the reader with sufficient explanation of the work to justify the amount of expenditures.

Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the persons traveling, the duration of the travel, the purpose of the travel, and any work/accomplishments not reflected elsewhere.

Monthly Business Letter Report (Continued)4. Problem/Resolution

- All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed solution should be briefly described. It should be clearly evident, from a reading of the description, who is responsible for solving the problem, should it still exist at the time the report is written.
- Notwithstanding the status of the problem at the time the MBLR is written, all problems should be recorded in the "Problem/ Resolution" section of the MBLR for documentation/historical purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.
- Problem or circumstances that require a change in the level of effort/costs, scope, or travel requirements are to be described in the MBLRs for documentation purposes but are to be dealt with separately in a letter addressed and sent to the NRR project manager.

5. Plans for Next Period

Provide a brief description of the work to be performed/accomplished during the next reporting period. If a milestone is expected to be completed during the next report period, so state.

II. LICENSE FEE RECOVERY COST STATUS

On a separate page of the report, provide the following information in the format given below:

LICENSE FEE RECOVERY COSTS STATUS

JCN:

CONTRACT NUMBER:

TITLE:

REPORTING PERIOD:

| Facility | TAC | <u>COSTS</u> | | |
|-------------|---------------|---------------|--------------------|-------------------|
| <u>Name</u> | <u>Number</u> | <u>Period</u> | <u>Fiscal Year</u> | <u>Cumulative</u> |

**Attachment 2 - BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS AND LABOR-HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

| | <u>Current Period</u> | <u>Amount Billed</u> | <u>Cumulative</u> |
|--------------------------|-----------------------|----------------------|-------------------|
| (f) <u>Direct Costs:</u> | | | |
| (1) Direct Labor* | \$ _____ | | \$ _____ |
| (2) Travel* | \$ _____ | | \$ _____ |
| Total Direct Costs: | \$ _____ | | \$ _____ |

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.